

DATED _____

THE GOVERNING BODY OF JOHN PORT
SCHOOL, ETWALL

- and -

THE SOUTH DERBYSHIRE DISTRICT
COUNCIL

- and -

THE DERBYSHIRE COUNTY COUNCIL

AGREEMENT

- for -

the establishment constitution and powers of
the Etwall Leisure Centre Joint Management
Committee

THIS AGREEMENT is made the _____ day of Two thousand and twelve between THE GOVERNING BODY OF JOHN PORT SCHOOL (hereinafter called "the School") of the one part and THE SOUTH DERBYSHIRE DISTRICT COUNCIL (hereinafter called "the District Council") of the second part and THE DERBYSHIRE COUNTY COUNCIL (hereinafter called "the County Council") of the third part

This agreement supersedes the original agreement with regard to the constitution of the Joint Management Committee

WHEREAS:-

(1) By an Agreement dated the 6th December, 1971 and made between the School the Repton Rural District Council and the County Council arrangements were made for the control and management of a leisure centre (hereinafter called "the leisure centre ") provided at the School to be vested in a Joint Management Committee

(2) The School the District Council and the County Council shall each year appoint representatives for noting at the annual meeting of the Joint Management Committee

(3) The School the District Council and the County Council have agreed pursuant to Section 102 and sub-section (5) of Section 263 of the Local Government Act 1972 to make new arrangements for the management of the leisure centre

N O W T H E R E F O R E in pursuance of the above recited Agreement THIS AGREEMENT WITNESSETH as follows:-

1. The School the District Council and the County Council shall establish a Joint Management Committee (hereinafter called "the Joint Committee") to be known as the Etwall Leisure Centre Joint Management Committee and to consist of seven members appointed as follows:-

Three members to be appointed by the District Council from among its elected members who shall not be elected members of the County Council or the School's Governing Body

One member appointed by the County Council from among its elected members who shall not be an elected member of the District Council nor of the School's Governing Body

Three members to be appointed from the Governing Body of the School who shall not be elected members of the District Council or the County Council

2. The Joint Committee shall at its first meeting and at the Annual Meeting each succeeding year thereafter elect a Chairman to hold office until the next Annual Meeting
3. The Joint Committee shall meet quarterly including an annual meeting in the month of June each year provided that the Chairman may at any time convene a meeting and must do so if requested by no fewer than two members of the Joint Committee
4. The Chairmanship of the Joint Committee shall alternate on an annual basis between a representative from the School and a representative from the District Council
5. To constitute a meeting of the Joint Committee there shall be present not less than three of the members of the Joint Committee including not less than one member appointed by each of the School and the District Council
6. Each member of the Joint Committee shall continue in office until the date of the annual meeting next following their appointment unless otherwise replaced by the organisation they represent
7. Each of the partner organisations shall have the right to appoint substitute members with voting rights where appropriate and subject to clauses 1 and 8
8. The School and the District Council shall have a discretionary right of veto over any proposal involving additional financial commitment to the agreed budget. The County Council will be entitled to vote only on any matters affecting its capital investment and revenue where it involves reducing obesity and increasing active participation in sport.
9. The School and the Head of Corporate Services of the District Council subject to agreement under clause 12 shall act as Secretary and Treasurer respectively of the Joint Committee

10. The School shall be responsible for the preparation and distribution of calling notices agendas and reports the details and contents of which shall be agreed in advance of the meeting by the School the District Council and the County Council subject to agreement under clause 12 such agendas shall include items of Matters Arising and Any Other Business
11. The recording and distribution of minutes shall be the responsibility of the School as minutes Secretary
12. The central costs incurred for the administration of the Joint Committee shall be approved annually in advance by the Joint Committee subject to veto by the school
13. The Chief Executive of the District Council and the Headteacher of the School shall have the right to attend and speak at any meeting of the Joint Committee or to appoint any other person to attend and speak on their behalf
14. The Joint Committee shall appoint a suitably qualified person (hereinafter called "the Manager") or a suitably qualified contractor (hereinafter called "the Contractor") together with such other staff as it may consider necessary to ensure the efficient functioning of the Leisure Centre and the safety of persons using it with the School and the District Council having right of veto over such decisions subject to clause 18
15. The School and District Council shall each be equally involved at all stages in the recruitment selection and appointment process for all posts of Duty Officer and above except where this undertaking will be negated should the Leisure Centre Contract be externalised under clause 14
16. The Manager or a representative of the Contractor shall attend meetings of the Joint Committee and advise the Joint Committee on matters relating to the management of the leisure centre
17. Any contractual arrangement for the management of the Leisure Centre shall be the responsibility of the Joint Committee subject to a right of veto which can be exercised by the School or the District Council in respect of the appointment of the Contractor

18. The School shall be entitled to exclusive use (which will include Derbyshire County Council Primary School swimming provision) and occupation of the leisure centre during school term time as follows:

Swimming Pool	09.15hrs to 12:35hrs and 13:25hrs to 15:25hrs (plus 1 morning per week 08:00hrs to 08:45hrs) and 1 evening 15:30hrs to 16:30hrs
Sports Hall	08:00hrs to 17:30hrs
Squash Courts	The School shall have exclusive use of the Squash Courts (08:00hrs to 17:30hrs) in relation to its curriculum need and the District Council shall endeavour to maximise use of the Squash Courts outside this time

The exclusive use by the School defined above shall be subject to variation with due notice from the School should the School decide or be required to vary the start and finish times of the School working day

Any temporary variations to this principle which could assist with maximising community use and income generation may be agreed on an ad hoc basis at an operational level by representatives from the School and the District Council.

The Fitness Suite shall be used jointly during school hours subject to reporting such to the Joint Committee

19. The Joint Committee shall impose maximum charges for swimming, sports hall court use and casual gym use as it is responsible for under the Leisure Centre management arrangements

20. The School may release facilities under clause 19 for which it has exclusive use during school term time and hours for use by the general public in negotiation with the Leisure Centre management

21. The Manager or the Contractor subject to the agreement of the Joint Committee which may delegate to the Chairman such power of agreement shall be empowered subject to the provision of clauses 18 and 19 hereof to receive and decide upon any application by any Club Society or other body for the use of the leisure centre

22. The Treasurer shall ensure that proper accounts recording income and expenditure in respect of the leisure centre are kept and quarterly financial reports are submitted to the Joint Committee with the accounts subject to audit inspection by the District Council
23. The financial reports shall at any time be made available for inspection by the School the District Council and the County Council
24. The Joint Committee shall in each year submit for approval to the School and the District Council estimates of the expenditure to be incurred in the succeeding year with the power of veto being available to the School and the District Council
25. The Joint Committee shall have the power to effect in the name of the Joint Committee such insurance against third party risks as it may consider necessary
26. Where expenditure included in the approved budget is incurred in respect of any matter connected with the leisure centre including works of maintenance or repair carried out in pursuance of clause 30 hereof and such expenditure can properly be attributed to the exclusive use of the pool by the School or the District Council then such expenditure shall be borne by the organisation to which it is attributable but in any other case revenue expenditure shall be apportioned between the School bearing thirty eight per cent thereof and the District Council bearing sixty two per cent or in such other proportions as may be agreed between the School and the District Council
27. The County Council will contribute for the provision of swimming instruction for primary school children in the sum of £8,000 (currently 8 hours per week) and the County Council will also contribute in respect of its key targets of reducing obesity and increasing active participation in sport in the sum of £32,000 such amounts to be reviewed annually by the Joint Committee with the cost of swimming instruction varying in line with actual costs of provision and the amount for reducing obesity and increasing active participation in sport increasing annually with the average weekly earnings index (AWE)

28. Subject to clause 8 Capital and Revenue expenditure budgets will be set annually by the Joint Committee
29. Any net capital costs shall be met by the School and the District Council in the proportion of thirty eight percent and sixty two percent respectively
30. £5,000 per annum will be set aside from the Centre's Revenue budget towards future decommissioning costs and will be held by the District Council
31. Additional arrangements for the day to day management of the Leisure Centre are detailed in **ANNEXE 1** below
32. The School grants right of foot and vehicular access over School land to the District Council and the County Council members of the public and contractors whilst carrying out bona fide business in connection with the use or maintenance of the leisure centre
33. The School shall retain in perpetuity title to the land and buildings associated with the Leisure Centre
34. This Agreement may be altered or determined only by the consent of all parties to the Agreement
35. The School the District Council and the County Council may terminate their involvement in the Agreement by giving not less than 12 months written notice to the partners and subject to agreeing a financial compensation to the remaining partners

IN WITNESS whereof the School the District Council and the County Council have caused their Common Seals to be hereunto affixed the day and year first before written

(THE COMMON SEAL of the Governors of John Port School was hereunto affixed in (the presence of:-

(THE COMMON SEAL of The South (Derbyshire District Council was hereunto (affixed in the presence of:-

(THE COMMON SEAL of The Derbyshire County Council was hereunto (affixed in the presence of:-

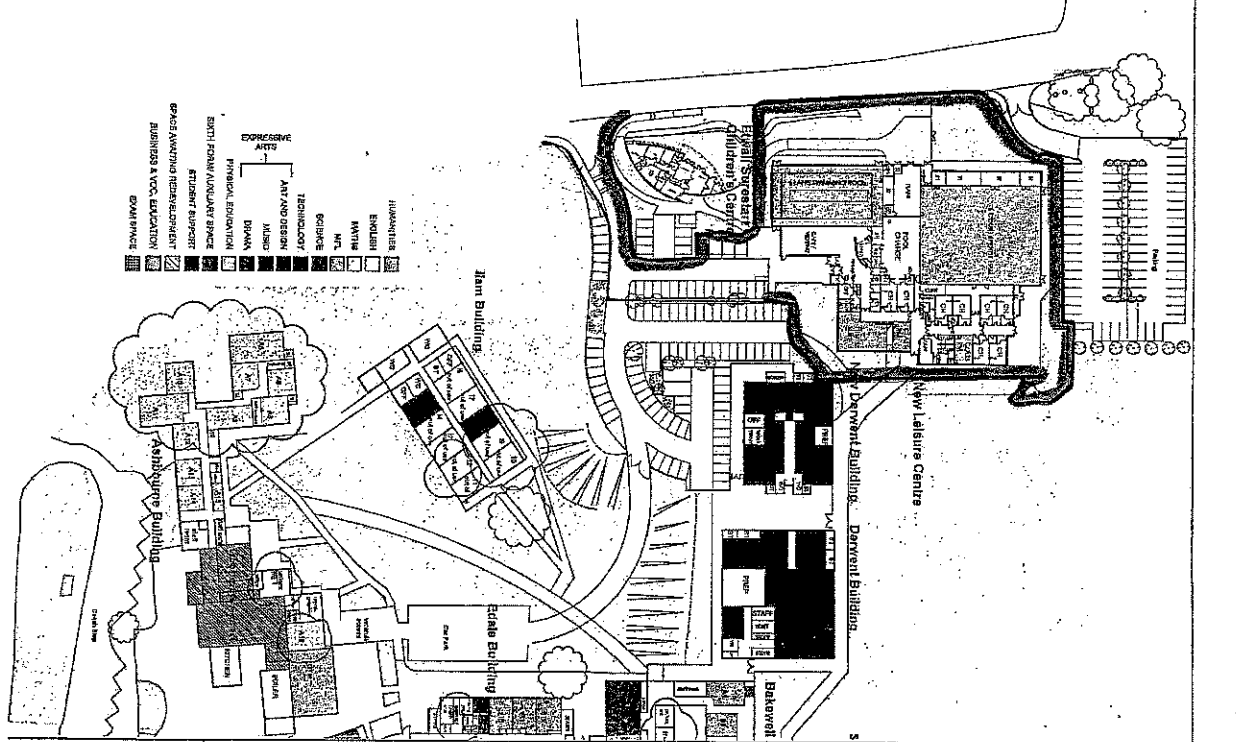
RP
pp **Director of Legal Services**

Number in Seal
Book 2012/640

ANNEXE 1

- **The School has responsibility for grounds maintenance adjacent to the leisure centre the costs of which shall be borne by the Joint Management Committee.**
- **Operation management meetings on not less than a monthly basis shall take place between the School, the District Council and the Leisure Centre Management.**
- **The Leisure Centre Manager shall have the power to authorise expenditure up to an amount agreed by the Joint Management Committee. Expenditure in excess of this amount shall require prior approval of the Joint Management Committee. This protocol shall be negated should management of the Leisure Centre be externalised.**
- **Each partner organisation shall be responsible for their own external advice e.g. financial; legal**

JOHN PORT SCHOOL



Area highlighted in red is maintained by the School.